WELCOME TO TODAY'S VAP CLE SESSION

BASICS OF NEW MEXICO LANDLORD-TENANT LAW

September 3, 2026

This presentation will be recorded and shared along with resource materials

- Please hold questions for the designated Q&A segment.
- To receive CLE credit, you must complete a post-session survey at the end

Agenda

Introduction: Zac Addison, Director, NMLA Volunteer Attorney Program

Announcements: Marissa Gonzalez, Paralegal, NMLA Volunteer Attorney Program

Presentation: BASICS OF NEW MEXICO LANDLORD-TENANT LAW
Bryce Dorato, New Mexico Legal Aid & Serge Martinez, UNM School of Law

Q&A Segment: Bryce Dorato, NMLA Housing Law Practice Group Manager, &
Serge Martinez, UNM School of Law Professor and Associate Dean of Experiential Learning

Closing Remarks: NMLA Volunteer Attorney Program



LANDLORD / TENANT LAW IN NEW MEXICO

Bryce Dorato
New Mexico Legal Aid, Inc.

Serge Martinez
University of New Mexico School of Law

OVERVIEW

Part I

TOPICS COVERED IN THE LAWS

1) Uniform Owner Resident Relations Act (UORRA) & The Eviction Process
2) Pre-Termination Notices
3) CARES Act
4) UORRA Repairs
5) UORRA Right of Entry
6) Domestic Violence
7) No-Cause Evictions Prohibited
8) Fair Housing
9) Damage Deposits
10) Recent Changes in the Law: Rental Fees, Source of Income Ordinances, Cooling Ordinance
11) Attorneys Fees

Part II

DEFENSES & COUNTERCLAIMS

Part III

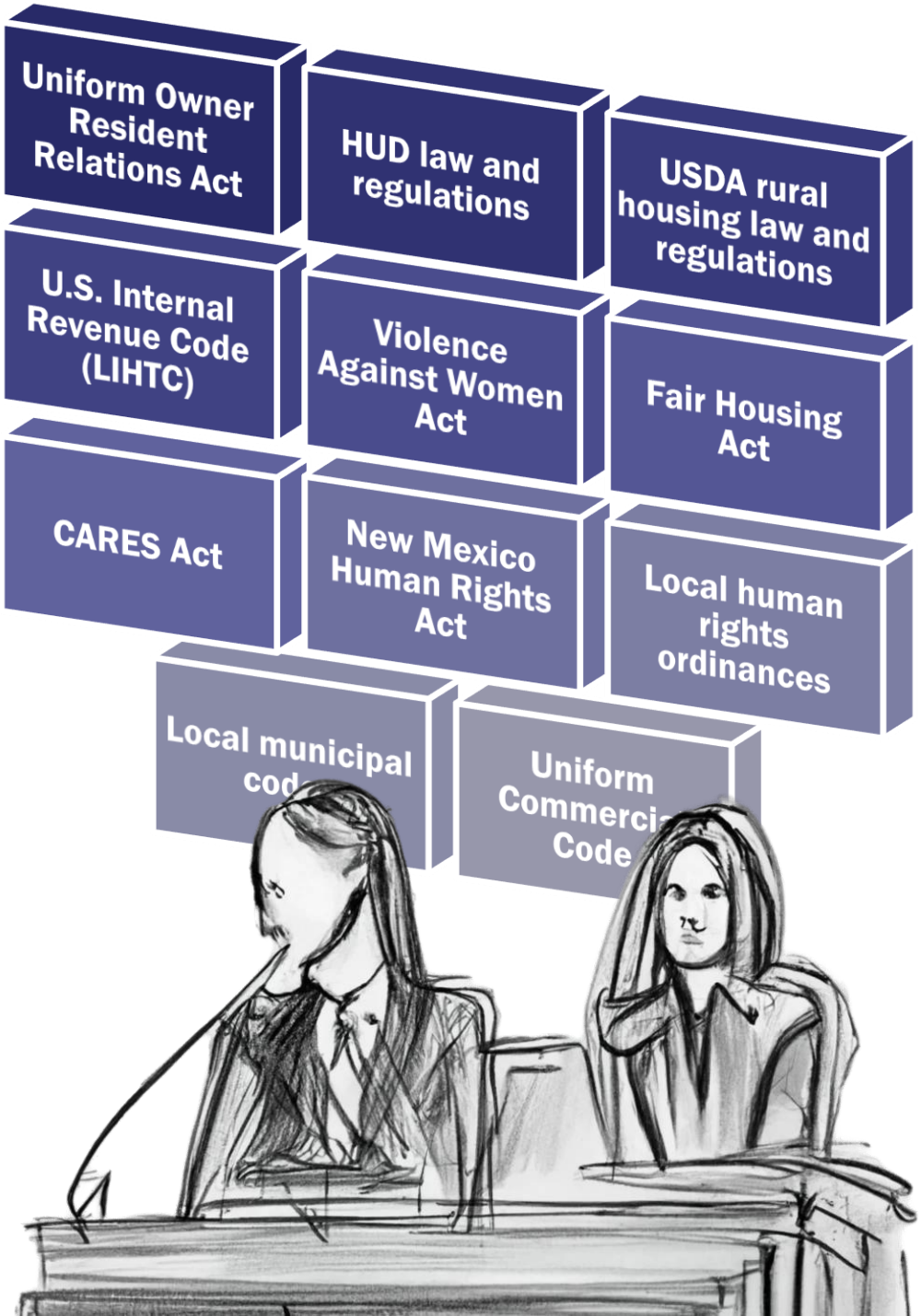
THE COURT PROCESS

Part IV

OTHER ISSUES & TOOL KIT

PART I

There are many laws that apply to New Mexico residents and owners. The UORRA is the main source of law we will cover today.

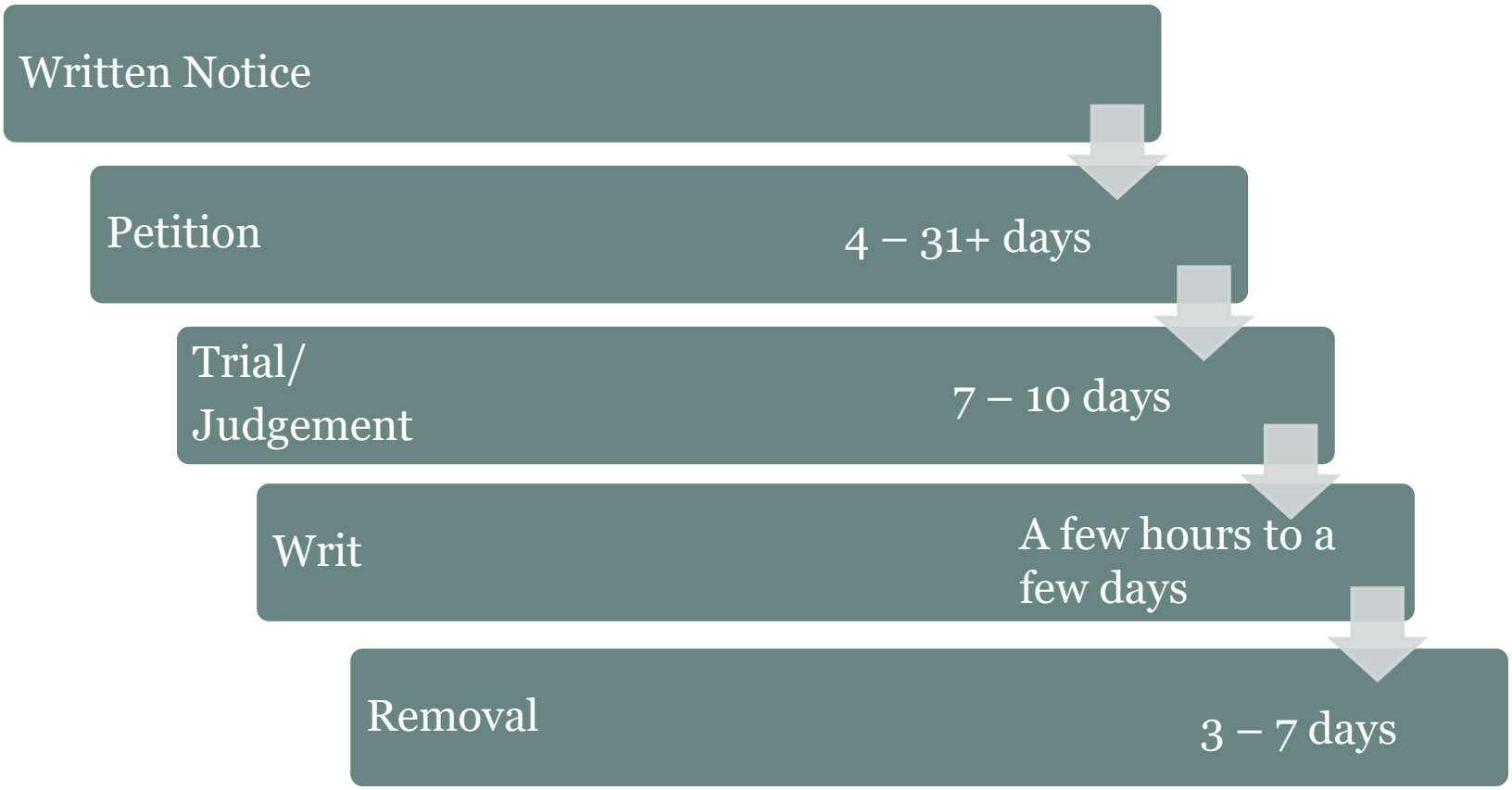


1) Uniform Owner Resident Relations Act ("UORRA")



- NMSA 47-8-1 to 47-8-52
- Applies to all residential tenancies, EXCEPT:
  - Certain institutions, whether public or private (jail, hospital, nursing home, college dorm, halfway house)
  - Occupancy by purchaser under real estate contract
  - Transient occupancy in hotel/motel, BUT
    - NOT transient if rent paid weekly or less often (but consistently) AND resident manifested intent to make the unit his residence or household. NMSA 47-8-3(X)
  - Occupancy by employee of owner if written agreement states that occupancy is conditional on employment
  - Premises used by occupant primarily for agricultural purposes

1) The Eviction Process



Note: an appeal can stay removal under certain circumstances (NMSA 47-8-47) More on that later.

2) Pre-termination Notice Requirements

Strict compliance with notice requirements is a jurisdictional prerequisite to maintaining an eviction action. *Dickens v. Hall*, 1986-NMSC-029.

"Because Landlord's petition was prematurely filed, he did not have a legal right to possession, meaning the magistrate court lacked jurisdiction over Landlord's petition." *Cheng v. Rabey*, 2023-NMCA-013.

TYPES OF NOTICES:
1) NON-PAYMENT OF RENT

	Non-Payment of Rent
Law Source	NMSA 47-8-33(D)
Details	Did not pay rent
Notice Days Deliver notice X Day can file ■	X 1 2 3 4
Right to cure	Yes
Restrictions	30 days notice for covered properties under VAWA

Questions to think about:

1. Is the tenant behind on rent?
2. Does the tenant have receipts for rent payments?
3. A ledger?
4. Does the tenant have a voucher?
5. Did the landlord give the right notice?
6. How did the landlord serve the notice?
7. If it is a subsidized tenancy, did the landlord serve VAWA notices with the notice of non-payment?

PROPERTIES COVERED UNDER VAWA

- Public housing
- Section 8 (HCV, PBV)
- Continuum of Care
- HOME
- HOPWA
- HUD multifamily
- USDA
- LIHTC
- Properties with federally backed mortgages or federally backed multifamily mortgages

TYPES OF NOTICES:
2) MATERIAL NON-COMPLIANCE

	Material Non-Compliance
Law Source	NMSA 47-8-33(A), (B) & (C)
Details	Most non-rent violation; Noise & disturbances, unauthorized occupants or pets, damage to unit
Notice Days X Deliver notice ■ Day can file	X 1 2 3 4 5 6 7 8
Right to cure	Yes (unless second material non-compliance in 6 months)
Restrictions	Notice must be given within 30 days or violation is waived

Questions to think about:

1. Is this the first or second notice of non-compliance the tenant received?
2. Did the tenant cure the alleged non-compliance within 7 days?
3. Is the alleged non-compliance material?
4. How did the landlord serve the notice?
5. Does the notice of non-compliance have specificity issues?
6. If it is a subsidized tenancy, did the landlord serve VAWA notices with the notice of non-compliance?

TYPES OF NOTICES:
3) SUBSTANTIAL VIOLATION

	Substantial Violation
Law Source	NMSA 47-8-3(T) and -33(I)
Details	1 large violation 7 discrete violations (see 3 DN form)
Notice Days X Deliver notice ■ Day can file	X 1 2 3 4
Right to cure	No
Restrictions	Not substantial violations: Oral threats, without more or if the tenant themselves did not do it or consent to it.

Questions to think about:

1. Did the landlord serve the notice correctly?
2. Does the notice of substantial violation list one of the seven specific grounds for a substantial violation in UORRA?
   - Verbal threats are not enough.
   1. possession, use, sale, distribution or manufacture of a controlled substance, excluding misdemeanor possession and use
   2. unlawful use of a deadly weapon;
   3. unlawful action causing serious physical harm to another person;
   4. sexual assault or sexual molestation of another person;
   5. entry into the dwelling unit or vehicle of another person without that person's permission and with intent to commit theft or assault;
   6. theft or attempted theft of the property of another person by use or threatened use of force; or
   7. intentional or reckless damage to property in excess of one thousand dollars ($1,000);
3. If it is a subsidized tenancy, did the landlord serve VAWA notices with the notice of termination?

VAWA Notice Requirements: https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-L

TYPES OF NOTICES:
4) END OF TERM

	End of Term
Law Source	NMSA 47-8-37
Details	No cause for termination is needed
Notice Days X Deliver notice Day can file	**30-day notice** before next rent due date. If given later, the termination date is end of the following month.
Right to cure	No
Restrictions	DOES NOT APPLY to HUD multifamily, public housing, USDA, LIHTC.

Questions to think about:

1. How was the notice served?
2. When was the notice served?
3. If it is a subsidized tenancy, did the landlord serve VAWA notices with the termination notice?

Note: Either landlord or the tenant can end the tenancy for no cause with a 30-day notice at the end of the lease term

UNIFORM OWNER RESIDENT RELATIONS ACT-NMSA 47-8-1 et seq

2) Pre-Termination Notices: Eviction must ALWAYS be preceded by written notice to vacate or, sometimes, to cure; these are the *only* 4 scenarios for eviction

Type of Notice	Non-Payment of Rent (Form 4-901)	Material Non-Compliance (Form 4-902)	Substantial Violation (Form 4-901A)	End of Term/Lease (Form 4-903)
Law Source	NMSA 47-8-33(D)	NMSA 47-8-33(A), (B) & (C)	NMSA 47-8-3(T) and -33(I)	NMSA 47-8-37
Details	Did not pay rent	Most non-rent violations; Noise & disturbances, unauthorized occupants or pets, damage to unit	These are all crimes (see 3-day notice form)	No cause for termination is needed
Notice Days X Deliver notice ■ Day can file suit	3 X 1 2 3 4	7 X 1 2 3 4 5 6 7 8	3 X 1 2 3 4	**30-day notice** before next rent due date. If given later, the termination date is end of the following month.
Right to cure	Yes	Yes (unless 2nd material noncompliance in 6 months, in which case no right to cure)	No	No
Restrictions	30 days' notice for covered properties under VAWA per CARES Act	Notice must be given within 30 days or violation is waived *Easterling?*	Act must be resident's or with resident's consent. Not SV: 1) oral threats, without more, and 2) theft if not accompanied by violence or threat of violence.	DOES NOT APPLY to HUD multifamily, public housing, USDA, LIHTC, and most site-based subsidized tenancies

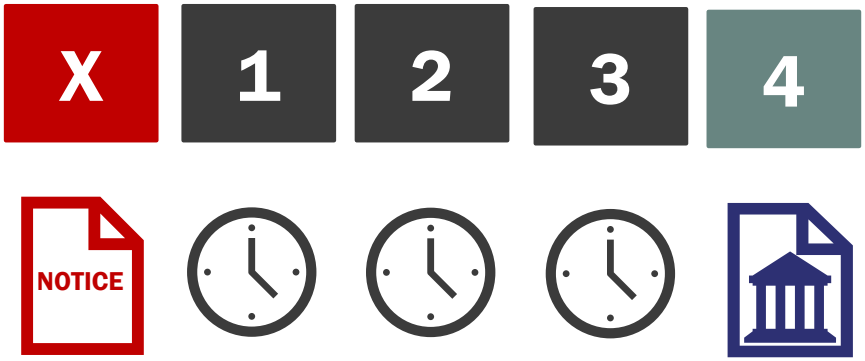
NEW MEXICO Legal Aid

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UNIFORM OWNER RESIDENT RELATIONS ACT-NMSA 47-8-1 et seq

2) Pre-Termination Notices: more about days and premature filing consequences

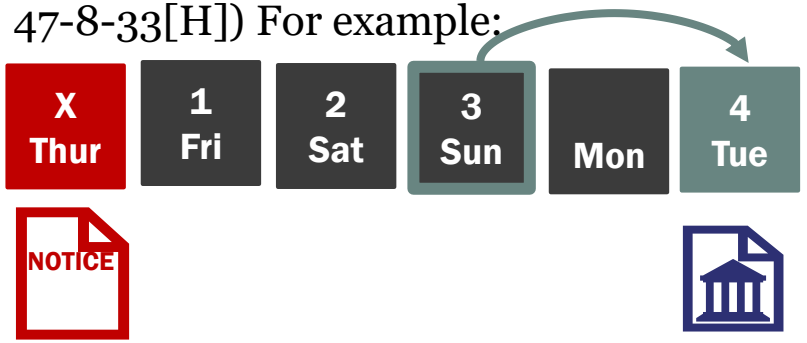
Owners must wait until the notice period expires before filing suit



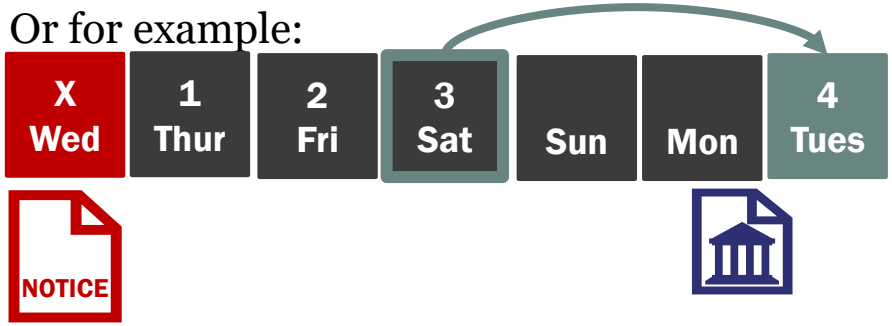
Judges are required to dismiss **prematurely filed restitution petitions**



If the last day for tenant to vacate or cure falls on a weekend or holiday, the resident has until the end of the next day that is not a weekend or federal holiday to vacate or cure. (NMSA 47-8-33[H]) For example:



Or for example:



Days are counted as calendar days not business days (except for the above examples)

True or False?

- An owner can evict a resident by removing their belongings
- An owner can evict a resident by changing the locks
- Only the local sheriff can evict a resident

3) Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Pub. L. 116-136 (Mar. 27, 2020)

	Non-Payment of Rent under UORRA (NMSA 47-8-33[D])	Non-Payment of Rent under CARES Act
Factual Scenario	Did not pay rent	Did not pay rent
Notice Days X Deliver notice ■ Day can file	X 1 2 3 4	30 days after service of notice
Right to cure	Yes	Yes, but…
Restrictions	For properties not covered under VAWA	**For properties covered under VAWA** • Public housing • Section 8 • HOME • HOPWA • HUD multifamily • USDA • LIHTC • Properties with federally backed mortgages. ** National Housing Preservation Database – register for free and you can check if the address in question is a form of subsidized or public housing such that the CARES Act applies. https://nhpd.preservationdatabase.org/Account/Login

CARES Act eviction moratorium expired July 2020, *but* CARES Act still requires "covered properties" to provide 30 days notice before evicting for nonpayment

Source: *Supplemental Guidance to the Interim Final Rule "Extension of Time and Required Disclosures for Notification of Nonpayment of Rent"*, PIH 2021-29, at 2 (Oct. 7, 2021)

4) UORRA Repairs (NMSA 47-8-27.1 and 27.2)

X | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8





Resident gives written notice of needed **repair** (work order, email, text, OR the form on page 70 of the Renter's Guide). Repair needed must **materially affect health and safety** (no amenities).

Resident has 3 notice OPTIONS (resident can only use one option)

OPTION 1: Abate rent if repair not completed.
Owner must <u>complete</u> repair within 7 days or resident can abate 1/3 the daily rent retroactive to day notice was given (NMSA 47-8-27.2)

OPTION 2:
If resident gave proper notice under 47-8-27.2 that states the rental agreement will terminate if a reasonable attempt to repair is not made within 7 days, then resident can terminate lease if repair not <u>started</u> within 7 days.

OPTION 3: If property is uninhabitable, resident can temporarily move out until repairs are completed and withhold 100% of the daily rent while resident lived elsewhere.

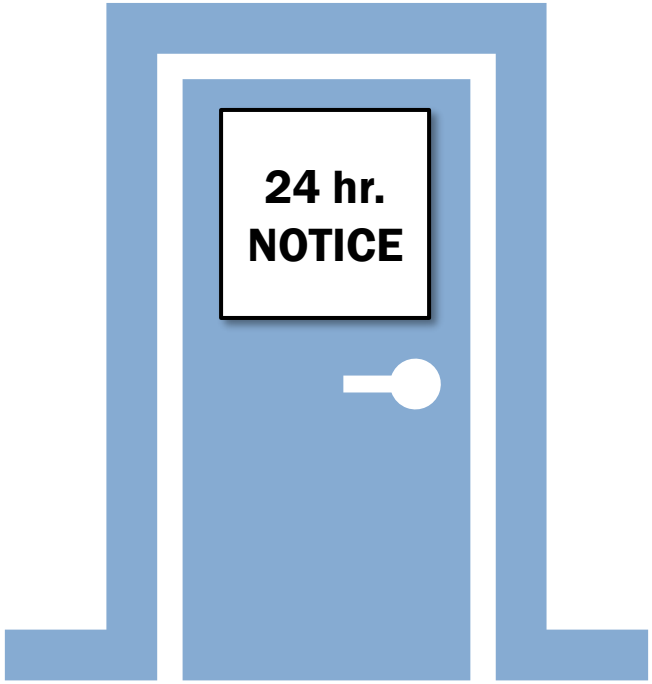
4) UORRA Repairs – a few more important points

- **SUBSIDIZED PROPERTIES**: 1/3 of TOTAL daily rent (not just tenant portion)
- **AMENITIES:** Resident may not abate for an amenity
- If resident abates rent, **KEEP THE MONEY** that was abated in case resident needs it /is ordered to repay it
- **RISK with abating rent:** the owner ay move to evict for non-payment of rent due to the abatement, and resident will have to go to court and explain to the judge very clearly why and how the rent abatement was calculated

SM1



5) UORRA Right of Entry (NMSA 47-8-24)



"The owner shall not abuse the right of access."

- 24 hour written notice of intent to enter
  - Purpose of entry
- Date and reasonable estimate of timeframe of entry
  - 8am to 5pm is not a reasonable timeframe for entry
- If resident gives reasonable prior notice and alternate times or dates for entry and it is practicable or will not result in economic detriment to the owner, owner *shall* attempt to reasonably accommodate
- No written notice required if entering within 7 days of repair request or if accompanied by public official or utility co. representative or in the case of an emergency

6) Domestic Violence

VAWA - Violence Against Women Act

- Applies to LIHTC, HUD-subsidized, USDA-subsidized tenancies
- In most cases, bars eviction or subsidy termination of **the victim** for an incident that is directly related to domestic violence
- All termination notices must be accompanied by VAWA notice of occupancy rights and a VAWA Certification form
- Provisions on transfer and confidentiality

UORRA - NMSA 47-8-33(J)

- Bars eviction of the victim for DV incident if tenant gets DV order of protection.
- In all other circumstances where DV raised as defense, judge has discretion not to evict.



News Conference in 2019 on U.S. congress renewal of VAWA (New York Times 04.04.19)

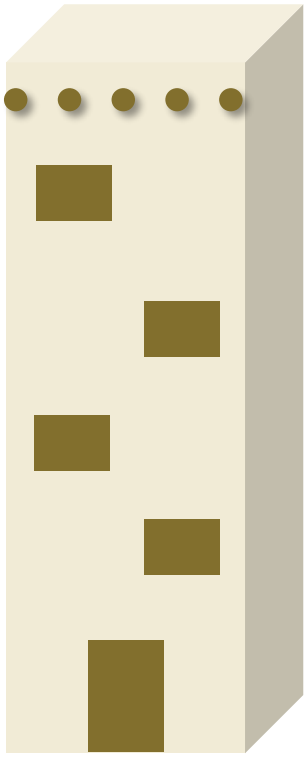
7) NO CAUSE TERMINATIONS/EVICTIONS PROHIBITED

Site-based subsidized programs prohibit eviction without cause including:

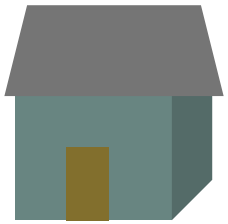
PUBLIC HOUSING



LIHTC



USDA RURAL HOUSING



HUD MULTIFAMILY

- 202
- 811
- PRAC
- Project-based vouchers
- Other project-based programs



UORRA 47-8-37 does not apply!!!

HOW TO KNOW IF A TENANCY IS SUBSIDIZED?

- https://nhpd.preservationdatabase.org/
- https://myhome.freddiemac.com/renting/lookup
- https://yourhome.fanniemae.com/calculators-tools/renters-resource-finder
- https://www.hud.gov/program_offices/housing/mfh/hsgrent/mfhpropertysearch
- https://housingnm.org/find-housing/rentals/affordable
- https://housingnm.org/find-housing/rentals/subsidized

- What does the lease say?
- Does the tenant have to re-certify their income annually?

8) Fair Housing Act



Fair housing laws generally prohibit discrimination against tenants on the basis of race, gender, religion, national origin, disability.

They also require that an owner reasonably accommodate a tenant with a disability so that tenant may have same enjoyment of dwelling unit as non-disabled tenants.

*Fair Housing Act applies to owners with **5 or more units***



Owner may request letter from tenant's doctor to verify a non-obvious disability and nexus between disability and requested accommodation



8) Fair Housing Act

Examples of Reasonable Accommodations

- Change rent due date to coincide w/ benefits receipt date
- Extra bedroom for live-in caregiver or medical equipment
- Disregard violation that is due to tenant's disability
- Service animals allowed (dog or miniature horse, trained)
- Companion animals allowed (any animal, no training)

9) Damage Deposits

NMSA 47-8-18

Owner must return deposit and/or itemized list of damages to last known address of resident w/in 30 days of the later of termination or departure.

Failure to timely send itemized list results in forfeiture of right to withhold deposit for damages, or to bring claim or counterclaim for those damages.

Failure to timely send list does not affect owner's right to withhold for unpaid rent or utilities.

10) Recent Changes in the Law: Rental Fees

1. Limits on Resident Screening Fees (NMSA 47-8-19.2; Effective June 20, 2025)

- Screening fees are capped at $50 per application
- Must be returned to applicant if unit is already rented or landlord does not actually do the screening
- Limit of one screening fee per applicant in a 90-day period
- NMSA 47-8-48(B): An owner who charges an unauthorized screening fee shall be liable for two hundred fifty dollars ($250) and shall return all fees paid by the applicant

2. Transparency of Rental Costs (NMSA 47-8-19.1)

- Listings must itemize and clearly identify all costs to tenant of renting a unit, including:

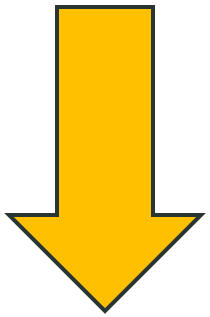
    a) Actual base rent

    b) Any fees or charges (common area fees, insurance, sanitation, etc.)

10) Recent Changes in the Law: Rental Fees

3. Late Fee Cap Reduced [NMSA 47-8-15(D)]

- Fees for late payment of rent cannot exceed 5% of rent (reduced from 10%)
- Late fees can only be calculated as a percentage of the base rent—cannot include deposits, utilities, or other charges

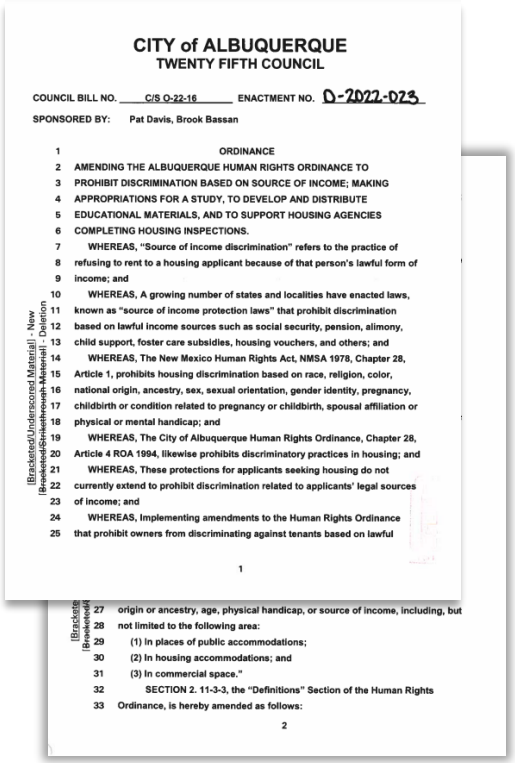


4. 60 Days Notice for Increase in Fees pursuant to Rental Agreement (NMSA 47-8-19.4)

5. Unfair Trade Practice

- Charging unauthorized fees or failure to disclose fees is an "unfair trade practice," which carries legal significance that can give tenants additional ways to enforce their rights **including greater damages and attorney's fees**

10) Recent Changes in the Law: Source of Income Discrimination



CITY of ALBUQUERQUE
TWENTY FIFTH COUNCIL

COUNCIL BILL NO. C/S O-22-16 ENACTMENT NO. O-2022-023

SPONSORED BY: Pat Davis, Brook Bassan

ORDINANCE

AMENDING THE ALBUQUERQUE HUMAN RIGHTS ORDINANCE TO PROHIBIT DISCRIMINATION BASED ON SOURCE OF INCOME; MAKING APPROPRIATIONS FOR A STUDY, TO DEVELOP AND DISTRIBUTE EDUCATIONAL MATERIALS, AND TO SUPPORT HOUSING AGENCIES COMPLETING HOUSING INSPECTIONS.

WHEREAS, "Source of income discrimination" refers to the practice of refusing to rent to a housing applicant because of that person's lawful form of income; and

WHEREAS, A growing number of states and localities have enacted laws, known as "source of income protection laws" that prohibit discrimination based on lawful income sources such as social security, pension, alimony, child support, foster care subsidies, housing vouchers, and others; and

WHEREAS, The New Mexico Human Rights Act, NMSA 1978, Chapter 28, Article 1, prohibits housing discrimination based on race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation or physical or mental handicap; and

WHEREAS, The City of Albuquerque Human Rights Ordinance, Chapter 28, Article 4 ROA 1994, likewise prohibits discriminatory practices in housing; and

WHEREAS, These protections for applicants seeking housing do not currently extend to prohibit discrimination related to applicants' legal sources of income; and

WHEREAS, Implementing amendments to the Human Rights Ordinance that prohibit owners from discriminating against tenants based on lawful

origin or ancestry, age, physical handicap, or source of income, including, but not limited to the following area:

(1) In places of public accommodations;

(2) In housing accommodations; and

(3) In commercial space."

SECTION 2. 11-3-3, the "Definitions" Section of the Human Rights Ordinance, is hereby amended as follows:

Amends ABQ human rights ordinance to bar discrimination in sale or rental of housing based on source of income (SOI).

- **SOI:** lawful, verifiable income; including income from jobs, social security or disability, public assistance, pensions, child support, alimony, and other lawful, recurring income or benefits

DOES NOT APPLY TO: buildings with 4 or less rental units if one is owner-occupied.

LANDLORD MAY NOT: refuse to accept vouchers, set higher rent or security deposit based on tenant's SOI, exclude benefits or voucher payments from minimum income calculations

LANDLORD MAY: set rent higher than Public Housing Authority payment std. (if uniform with non-voucher tenants) or reject voucher tenant if PHA does not perform HQS inspection within 5 business days

PENALTY FOR VIOLATION: Section 1-1-99: up to $500 and/or up to 90 days in jail
EXISTING LAW: Federal law already requires LIHTC owners to accept vouchers
OHER SIMILAR ORINANCES: Bernalillo County, Santa Fe, Las Cruces

10) Recent Changes in the Law: Albuquerque Cooling Systems Ordinance

1. Amends the Uniform Housing Code to Require Cooling Systems
2. Acceptable Cooling Systems are fixtures that are permanently attached to the unit, including but not limited to: evaporative ("swamp") coolers, central air, heat pumps, radiant cooling, window units, and mini-splits.
3. Non-acceptable Cooling Systems are temporary and/or portable devices, such as: fans, mobile evaporative coolers, potable air conditioners, ceiling fans.
4. Temporary or portable cooling systems may be used on a temporary basis when the permanent cooling system is being repaired or replaced.
5. As of September 2025, there were over 60 calls for service, 20 inspections conducted, and 19 cooling issues resolved.

Code section: 14-3-3-2; went into effect on July 1, 2025

11) UORRA and Attorneys' Fees

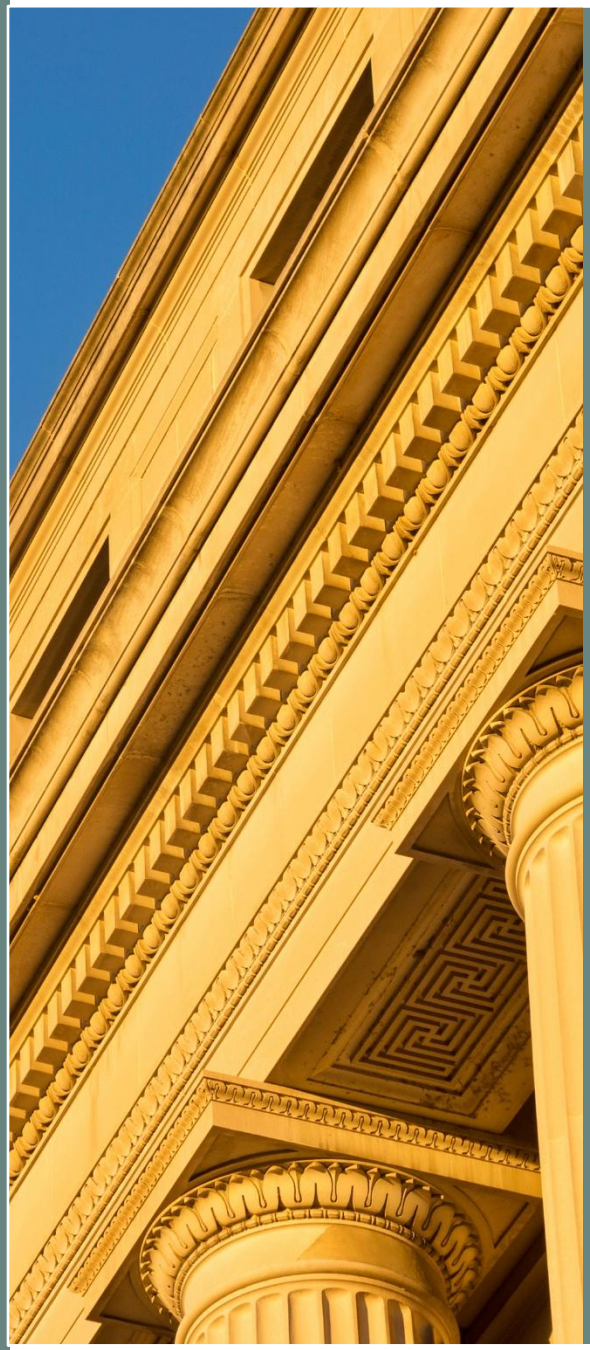
NMSA 47-8-48:

A. If suit is brought by an applicant or any party to the rental agreement to enforce the terms and conditions of the rental agreement or to enforce any provisions of the Uniform Owner-Resident Relations Act, the prevailing party shall be entitled to reasonable attorneys' fees and court costs to be assessed by the court.



PART II

Defenses and Counterclaims



Defenses & Counterclaims

- Defective service (e.g. posting alone is not enough for 7-day or 30-day termination)
- Lack of specificity in contents of notice
- Owner's lack of standing (is the entity registered?, check NM SOS)
- Premature filing
- Timely cure of notice
- Mistakes in owner ledger
- Improperly charged late fees (amount or improper notice)
- Owner Retaliation (NMSA 47-8-39 retaliation for resident asking for a repair, abated rent, etc. Difficult to prove, but if resident proves it, Owner is subject to a civil penalty equal to two times the monthly rent).

Defenses & Counterclaims

- Substantial Violation Defenses
  - Violation was not substantial, it was *de minimus*
  - Tenant did not consent to substantial violation
  - Self-defense or defense of others
  - Violation is a result of domestic violence, of which the tenant is a victim
- Equity
  - Payment plans (City of Albuquerque v. Brooks)
  - Court may limit inequitable agreement provision (Ramirez-Eames v. Hover)
- Waiver
  - Owner's habitual acceptance of late rent w/knowledge of breach waives restitution (Easterling v. Peterson)

Defenses & Counterclaims

- **Statutory Abatement (NMSA §§ 47-8-27.1(B) & 47-8-27.2)**

a) Material defects needing repair.

b) 7 day written notice w/ right to cure.

c) Notice only needs to identify conditions needing repair.

d) Notice does not have to say that resident will abate, and it does not have to say 7 days.

e) Owner cures by remedying the condition.

f) Amounts:

1. If owner does not cure within 7 days, withhold 1/3 of the daily rent amount for each day going forward
2. If the unit is uninhabitable and the resident *does not inhabit the unit*, 100% abatement for each day going forward
3. In subsidized units, abatement is based on the total rent (including the subsidy)

g) Also consider asking for equitable abatement if Resident abated incorrectly (47-8-4 & 47-8-27.2 (D))

Owner Retaliation (NMSA § 47-8-39)

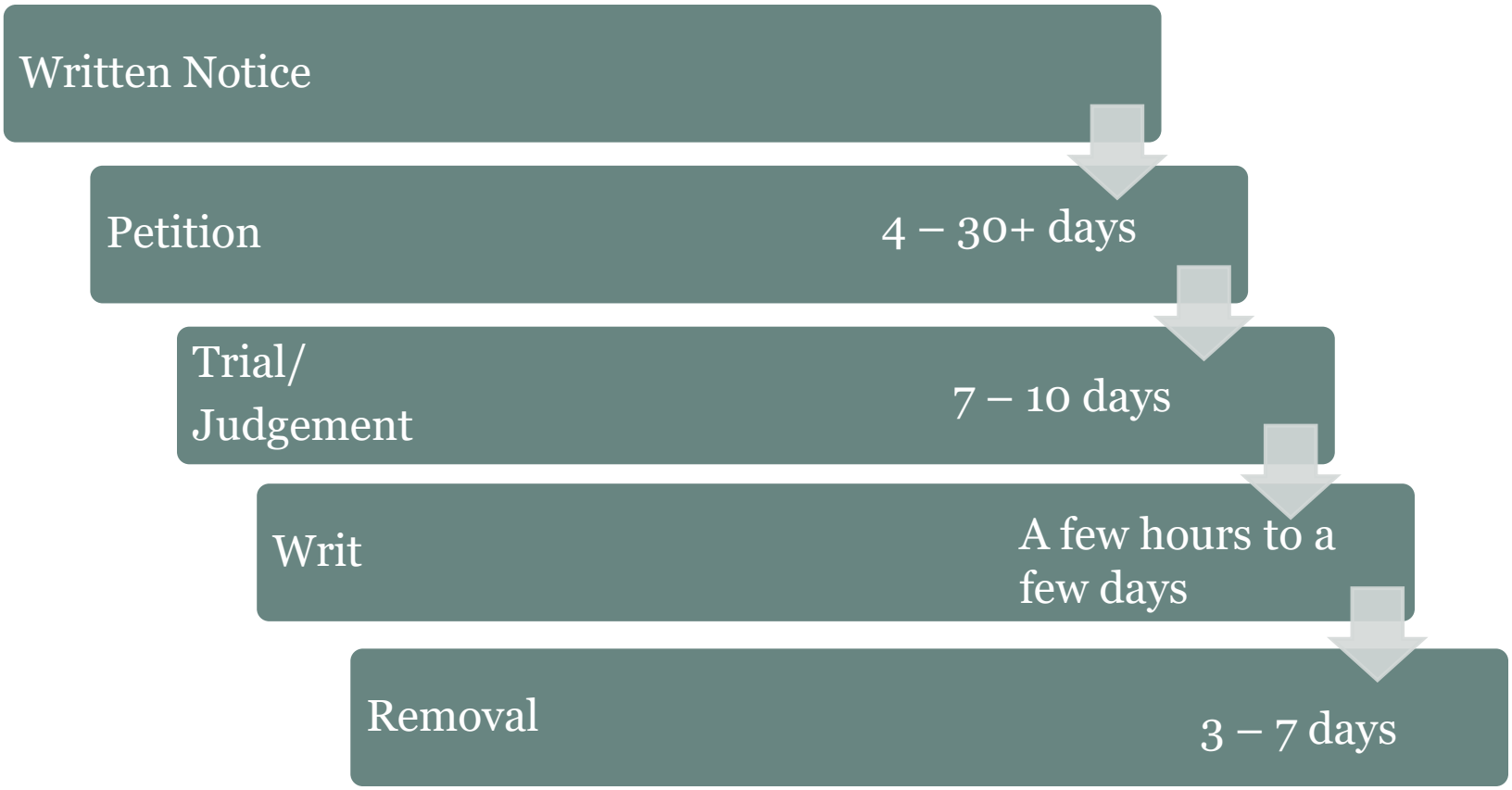
1. Owner may not increase rent, decrease services or threaten to bring or bring action for possession because the resident has within the previous 6 months:
   a. Complained to government agency about code violation
   b. Organized or become member of resident association
   c. Acted in good faith to exercise rights under UORRA
   d. Made fair housing complaint
   e. Prevailed in lawsuit or has lawsuit pending
   f. Testified on behalf of other resident
   g. Abated rent
2. Prohibition against retaliation does not bar eviction for nonpayment, material noncompliance or substantial violation (unless unfounded and in fact the result of retaliation)
3. Unless Resident has proof of Owner's intent, retaliation is very hard to prove.

PART III

The Court Process

- Getting a court date
- After court judgement

1) The Eviction Process



GETTING A COURT DATE

For example, this could be a timeline for a non-payment of rent case

X	1	2	3	4	1	2	3	4	5	6	7	8	9	10







Court sets hearing 7-10 days after service of summons (sometimes longer)

After notice period expires, Owner files **Petition of Restitution** in magistrate or metropolitan court of county where rental unit is located

Metro Court is back to in-person trials; if you don't know if your trial is in person or virtual, you can always show up in-person.

Other courts? Depends on the court

Exhibits?

AFTER COURT JUDGEMENT

For example, this could be a timeline for non-payment of rent case





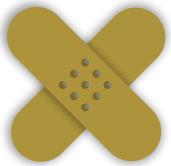




If Owner wins, court may enter judgment for restitution, including

- Rent, utilities and court costs
- Writ of restitution (eviction order to sheriff) in 3 to 7 days (sometimes longer)

NOW RESIDENT'S OPTIONS ARE:



ASK FOR DAMAGES HEARING: either party can ask for a damages hearing on later date

APPEAL THE DECISION* (NMSA 47-8-47)

- Appeal must be filed within 15 calendar days of judgment or before the issuance of the writ to avoid eviction;
- Appeal stays execution of the writ of restitution, but to avoid eviction, resident must pay post-judgment rent within 5 days of the judgment date and again as it comes due during appeal.

* As of 2024, all appeals are *De Novo* according to NM Supreme Court

PART IV

Other Issues

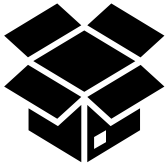
Other issues (not covered in this presentation but you should check UORRA and the Mobile Home Park Act NMSA 47-10-1 et, seq.)



Landlord failure to deliver possession of premises



Fire and casualty



Tenant property left after move-out. There is NO landlord lien



Illegal lock-outs and utility shut-offs



Appeals



Mobile Home Park Act

Questions:

- How many days do tenants have to cure alleged substantial violations?
- How must landlords serve tenants with notices of nonpayment of rent?
- What must a landlord include in a notice of noncompliance?
- How many days does a tenant have to appeal a judgment from a magistrate/metropolitan court?


NEW MEXICO
Legal Aid
VAP
TOOL KIT FOR
VOLUNTEER ATTORNEYS
TAKING HOUSING CASES

Pro Bono Housing Attorney Tool Kit:

1. Eviction Defense Checklists
2. Renter's Guide (English and Spanish) https://housingnm.org/programs/find-housing/tools-resources/renters-guide
3. Uniform Owner Resident Relations Act (UORRA) (NMSA §§ 47-8-1 to 47-8-52) https://nmonesource.com/nmos/nmsa/en/item/4408/index.do#a8
4. Pro Se forms found on the NM Courts website: https://nmcourts.gov/forms-library/#landlord-tenant
5. LLT forms found on OneSource.com. See NM Forms Library forms 4-901 through 4-929 (these include the Mobile Home Park Act forms) https://nmonesource.com/nmos/forms/en/nav_alpha.do

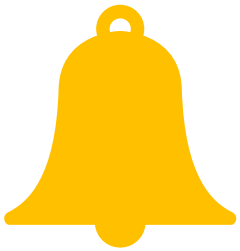
Pro Bono Housing Attorney Tool Kit:

6. UORRA appeals:
   A. **Metro Court Appeals Pamphlet** (note – not all resources listed still exist) https://nmlegalaid.wpengine.com/wp-content/uploads/2023/09/Metro-Ct-SH106-Appeal-Pamphlet-Rev-7-19.pdf
   B. **Overview of appeal (NMLA)** https://nmlegalaid.wpengine.com/wp-content/uploads/2023/09/Overview-to-Appeal-a-Court-Eviction.pdf
   C. **Steps to Filing an Appeal of an Eviction (NMLA)**: https://nmlegalaid.wpengine.com/wp-content/uploads/2023/09/Steps-to-File-an-Appeal-of-an-Eviction-Judgment.pdf
   D. **Notice of Appeal form**: https://nmlegalaid.wpengine.com/wp-content/uploads/2023/09/Form-4-707-Notice-of-Appeal-fillable-online.pdf
   E. **Statement of Appellate Issues**: https://nmlegalaid.wpengine.com/wp-content/uploads/2023/09/Statement-of-Appellate-Issues-fillable-online.pdf

7. Mobile Home Park Act, Sections 47-10-1 through 47-10-23 NMSA 1978, https://www.nmonesource.com/nmos/nmsa/en/item/4408/index.do#47-10-1

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Your pro bono pledge will help low-income New Mexicans navigate landlord-tenant matters with dignity, clarity, and peace of mind.

Please monitor your email throughout the year for opportunities to assist low-income clients in need.

Additional Volunteer Opportunities

Upcoming Events:

In-Person Consultations:

- September 17, 2026 – Las Vegas Legal Fair
- September 18, 2026 – Taos Legal Fair
- September 26, 2026 – Ruidoso Legal Fair
- October 9, 2026 – Albuquerque Law-La-Palooza Legal Fair
- October 23, 2026 – Rio Rancho Legal Fair

Email Bella Zayani, VAP's Statewide Pro Bono Coordinator, at BellaZ@nmlegalaid.org for additional information or scan the QR code to express interest in volunteering at upcoming events!

To Receive CLE Credit:

Submit your post-session survey by the end of the day.

Credits are typically filed within 30 days.

To complete the survey, click the link in the chat or scan the QR code below:

THANK YOU FOR JOINING US!

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